



2185

Attorney Docket No.: 2100653-991390

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**Patent**

In re Application of:

Inventor(s): Jason Seung-Min Kim
Serial No.: 09/847,976 Examiner:
Filed: 05/02/2001 Art Unit: 2185
For: MULTIPROCESSOR COMMUNICATION SYSTEM AND METHOD
Patent No.: Issued Date:

Assistant Commissioner for Patents
Washington, D.C. 20231

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)**

As assignee of record of the entire interest of the above identified

application,
patent,

REVOCATION OF PRIOR POWERS OF ATTORNEY

I hereby revoke all previous powers of attorney given in the above-identified application/patent.

NEW POWER OF ATTORNEY

I hereby appoint the practitioners associated with the customer Number: 45594

Please change the correspondence address for the above-identified application to:
The address associated with Customer Number: 45594

I am the:

Assignee of record of the entire interest. *Statement under 37 CFR 3.73(b) is below.*

CERTIFICATE UNDER 37 CFR 3.73(b)

NVIDIA CORPORATION., a Delaware corporation, certifies that it is the assignee of the entire right, title and interest in the patent identified above by virtue of:

An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in The United States Patent and Trademark Office at Reel 011781, Frame 0086.

Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application/patent identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) avers that the undersigned is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

5/9/07

Date

Richard B Domingo

Signature

Richard B. Domingo Reg No. 36,784

Typed or Printed Name

Director of Intellectual Property

Title



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 26 2001

PTAS



101716081A

TIMOTHY W. LOHSE
1755 EMBARCADERO ROAD
PALO ALTO, CALIFORNIA 94303-3340

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RECORDATION DATE: 05/02/2001

REEL/FRAME: 011781/0086
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:

KIM, JASON SEUNG-MIN

DOC DATE: 05/01/2001

ASSIGNOR:

PORALPLAYER, INC.
3255 SCOTT BOULEVARD, BUILDING 1
SANTA CLARA, CALIFORNIA 95054

SERIAL NUMBER: 09847976

FILING DATE: 05/02/2001
ISSUE DATE:

PATENT NUMBER:

SHARON BROOKS, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

DOCKET



101716081

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Conveyance Type

- Assignment Security Agreement
 License Change of Address
 Merger Other
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Mark if additional names of conveying parties attached

Name (line 1) Jason Seung-Min Kim

Execution Date
Month Day Year
5 1 2001

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) PortalPlayer, Inc.

If document to be recorded
is an assignment and the
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Name (line 2)

Address (line 1) 3255 Scott Boulevard, Building 1

City

State/Country

Zip Code

Address (line 2)

Address (line 3) Santa Clara

California

95054

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name (line 1) Gary, Cary, Ware & Freidenrich

Address (line 1) 1755 Embarcadero Road

Address (line 2) Palo Alto, California 94303-3340

Address (line 3)

Address (line 4)

05/07/2001 EMBFILED 00000015 09847976

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number **(650) 320-7426**

Name **Timothy W. Lohse (Reg. No. 35,255)**

Address (line 1) **1755 Embarcadero Road**

Address (line 2) **Palo Alto, California 94303-3340**

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Pages Enter the total number of pages of the attached conveyance document including any attachments.

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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year
05/02/01

Patent Cooperation Treaty (PCT)

PCT PCT PCT

Enter PCT application number
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has not been assigned

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Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): **\$ \$40.00**

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed

Deposit Account

Deposit Account Number: # **07-1896**

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Timothy W. Lohse (Reg. No. 35,255)
Name of Person Signing


Signature


Date

AGREEMENT AND PLAN OF MERGER

among:

NVIDIA CORPORATION,
a Delaware corporation;

PARTTRIDGE ACQUISITION, INC.,
a Delaware corporation;

and

PORTALPLAYER, INC.,
a Delaware corporation

Dated as of November 6, 2006

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

NVIDIA CORPORATION

By: _____
Name: Jen-Hsun Huang
Title: President and Chief Executive Officer

PARTRIDGE ACQUISITION, INC.

By: _____
Name: Jen-Hsun Huang
Title: President and Chief Executive Officer

PORTALPLAYER, INC.

By: _____
Name: _____
Title: _____

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of November 6, 2006, by and among NVIDIA CORPORATION, a Delaware corporation ("Parent"), PARTRIDGE ACQUISITION, INC., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and PORTALPLAYER, INC., a Delaware corporation (the "Company"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. Parent, Merger Sub and the Company intend to effect a merger of Merger Sub with and into the Company in accordance with this Agreement and the DGCL (the "Merger"). Upon consummation of the Merger, Merger Sub will cease to exist, and the Company will become a wholly-owned subsidiary of Parent.

B. The respective boards of directors of Parent, Merger Sub and the Company have approved this Agreement, the Merger and the Contemplated Transactions.

C. In order to induce Parent to enter into this Agreement and cause the Merger to be consummated, certain stockholders of the Company are executing voting agreements in favor of Parent concurrently with the execution and delivery of this Agreement (the "Voting Agreements").

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

SECTION 1. DESCRIPTION OF TRANSACTION

1.1 **Merger of Merger Sub into the Company.** Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.3), Merger Sub shall be merged with and into the Company, and the separate existence of Merger Sub shall cease. The Company will continue as the surviving corporation in the Merger (the "Surviving Corporation").

1.2 **Effect of the Merger.** The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL.

1.3 **Closing; Effective Time.** The closing of the Merger and the consummation of those transactions contemplated by this Agreement that are to be consummated at the time of the Merger (the "Closing") shall take place at the offices of Cooley Godward Kronish LLP, 3175 Hanover Street, Palo Alto, California, on a date to be designated by Parent (the "Closing Date"), which shall be no later than the fifth business day after the satisfaction or waiver of the last to be satisfied or waived of the conditions set forth in Sections 6 and 7 (other than the conditions set forth in Sections 6.5 and 7.4, which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions). The Merger shall become effective at the time of the filing of a certificate of merger with the Secretary of State of the State of Delaware in accordance with the DGCL or at such later time as may be specified in such statement of merger with the consent of Parent (the time as of which the Merger becomes

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

NVIDIA CORPORATION

By: _____

Name: Jen-Hsun Huang

Title: President and Chief Executive Officer

PARTRIDGE ACQUISITION, INC.

By: _____

Name: Jen-Hsun Huang

Title: President and Chief Executive Officer

PORTALPLAYER, INC.

By: Gary Johnson

Name: GARY JOHNSON

Title: PRESIDENT & CEO

AGREEMENT AND PLAN OF MERGER

among:

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a Delaware corporation;

PART RIDGE ACQUISITION, INC.,
a Delaware corporation;

and

PORTALPLAYER, INC.,
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